

PATTERSON
HCT

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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WJ GRAIN LTD.

Plaintiff,

09 CV 5556 (RPP)

-against-

UNION COMPANY FOR IMPORT-
EXPORT AND COMMERCIAL
AGENCIES

Defendant.
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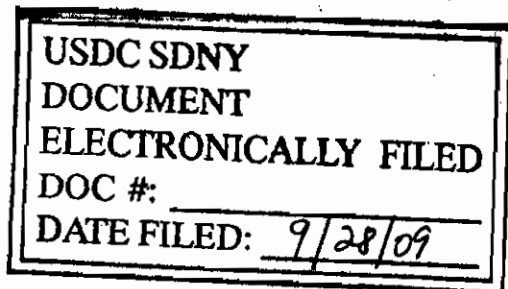
**STIPULATION AND ORDER OF DISMISSAL
AND TURN OVER ORDER
IN RESPECT OF ATTACHED PROPERTY**

IT IS HEREBY STIPULATED AND AGREED between the parties, by their undersigned attorneys, as follows:

WHEREAS the plaintiff, WJ GRAIN LTD. (hereinafter referred to as "WJ GRAIN" or "Plaintiff"), and the defendant, UNION COMPANY FOR IMPORT-EXPORT AND COMMERCIAL AGENCIES (hereinafter "UNION" or "Defendant"), have agreed to settle their disputes; and

WHEREAS Plaintiff filed this action against the Defendant seeking an order from this Court directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims; and

WHEREAS, garnishee ABN AMRO, acting pursuant to the Ex Parte Order of Maritime Attachment and the Process of Maritime Attachment and Garnishment, restrained and attached Defendant's property, *i.e.* four (4) electronic funds transfers, in the aggregate amount of \$2,167,550.43, as follows:



July 1, 2009	\$429,971.20
July 2, 2009	\$694,463.06
July 6, 2009	\$847,970.00
July 10, 2009	\$195,146.17
Total	<u>\$2,167,550.43</u>

WHEREAS WJ GRAIN and UNION have entered into a Settlement Agreement dated September 11, 2009 and agreed to settle their disputes, including those that were or could have been raised in the GAFTA arbitration reference commenced by WJ GRAIN against UNION in London on May 26, 2009 (Case No 13-930), in the amount of \$1,574,397.57 (One Million Five Hundred and Seventy Four Thousand, Three Hundred and Ninety-Seven United States Dollars and Fifty Seven Cents); and

WHEREAS WJ GRAIN and UNION have agreed that UNION shall pay to WJ GRAIN and WJ GRAIN shall receive into their nominated bank account the sum in full and without any discount or deduction whatsoever of USD \$1,400,000.00 ("the Settlement Sum") on or before the close of business on Thursday, September 24, 2009; and

WHEREAS WJ GRAIN and UNION agree that, within seven (7) days following receipt of the Settlement Sum into WJ GRAIN's nominated bank account, any and all property/funds presently under attachment at ABN AMRO should be released pursuant to the instructions of the Defendant's undersigned attorneys for final credit to the Defendant; and

WHEREAS WJ GRAIN and UNION have agreed that, within seven (7) days following receipt of the Settlement Sum into WJ GRAIN's nominated bank account, the New York action shall be dismissed with prejudice and without costs to any party and the Clerk of the Court be ordered to close the case; and

WHEREAS WJ GRAIN and UNION have agreed that this Court shall retain jurisdiction to enforce this Stipulation and Order; therefore

IT IS HEREBY ORDERED that, upon confirmation of receipt of the Settlement Sum to WJ GRAIN's nominated bank account, garnishee ABN AMRO shall effect an electronic funds transfer in the amount of \$2,167,550.43 in accordance with routing instructions to be provided to ABN AMRO by Defendant's undersigned counsel and/or representative; and

IT IS FURTHER HEREBY STIPULATED AND ORDERED that any and all other funds/property of the Defendant under attachment at the said garnishee bank or at any other garnishee bank(s) acting pursuant to the Ex Parte Order of Maritime Attachment and the Process of Maritime Attachment and Garnishment, shall be immediately released, to the account to be specified by Defendant's undersigned attorneys. This Stipulation and Order being equally effective against any such garnishee bank(s) presently restraining any such funds of the Defendant pursuant to the Ex Parte Order of Maritime Attachment and the Process of Maritime Attachment and Garnishment, as if such other garnishee bank(s) was expressly named herein; and

IT IS FURTHER HEREBY STIPULATED AND ORDERED that the funds to be paid to the Defendant shall not be subject to any attachment in New York; and

IT IS FURTHER HEREBY STIPULATED AND ORDERED that the case is hereby dismissed with prejudice and without costs to any party and the Clerk of the Court is hereby ordered to close the case.

Dated: September 25, 2009
New York, New York

CHALOS & CO, P.C.
Attorneys for Plaintiff,
WJ GRAIN LTD.

BLANK ROME LLP
Attorneys for Defendant
UNION COMPANY FOR IMPORT-
EXPORT AND COMMERCIAL
AGENCIES

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SO ORDERED: September 25, 2009
Robert P. Pettus
U.S.D.J.